

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI

ABBIE MEADOWS,
Plaintiff,

v.

AETNA LIFE INSURANCE COMPANY,
Defendant.

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11-445

COMPLAINT

Preliminary Statement

1. Meadows seeks recovery on her claim for Short Term Disability (STD) benefits provided by her former employer, AETNA. The STD Plan is the AETNA, Inc. Short Term Disability group plan (Group control number: 698 45, the “Plan”) administered by AETNA Life Insurance Company. Meadows became unable to work because of the disabling symptoms from her illnesses. She applied for STD benefits and was denied. Meadows brings this action seeking an award for all unpaid benefits, together for attorney fees, interest, and costs.

Parties

2. Meadows is a resident of the State of Kansas.
3. AETNA is an out of state insurance company authorized to do business in Missouri.

Jurisdiction

4. This dispute is governed by the Plan Documents and applicable federal law regarding STD benefits for employer provided benefits. 29 USC §1132 (e) (1).

Venue

5. A substantial part of the events or omissions giving rise to the claim occurred in this judicial district.

6. Venue is in this Court. 28 U S C § 1391 (b).

Meadows Basis for the claim

7. At all times relevant, Meadows was an employee of AETNA, Inc.

8. Her employment was in Missouri.

9. Meadows has been unable to work from February 1, 2010 through this date. Se is not able to perform the essential duties of any occupation because of symptoms, physical limitations, pain, and medication side effects related to and as a consequence of her diagnosed medical conditions.

10. Meadows worked for AETNA as pharmacy technician.

11. Meadows remains disabled and not able to work at any job.

12. Meadows applied for STD benefits in a timely manner. Her claim was denied and no benefits were paid.

13. Meadows has exhausted her administrative remedies.

14. Meadows is entitled to recover unpaid benefits against Defendant in the following respects as Defendant:

- a. Failed to provide a full and fair review,
- b. Made an unfavorable decision with no substantial evidence,
- c. Mischaracterized the job demands of Meadows as a pharmacy technician, and
- d. It made an unfavorable decision that was arbitrary and capricious.

15. At all times herein, Meadows is a Covered Person and beneficiary under the plan and policy.

16. The Plan is a welfare benefit as defined under ERISA.

17. ERISA §502(a)(1)(B) permits participants and beneficiaries to maintain a civil action to recover benefits from a benefit plan, to enforce rights under the terms of a plan and to clarify rights to future benefits under the terms of a plan.

Meadows Calculation of Benefits Payable

18. Benefits are due from after the waiting period for a period of 26 weeks.

19. Weekly benefits are \$438.30. The total claim is for \$11,396.

19. Meadows is entitled to attorney fees and costs. 29 USC §1132 (g) (1).

20. Meadows is entitled to prejudgment interest.

Information regarding trial

21. No jury trial is allowed under the ERISA law.

Relief Requested

22. Meadows have judgment against Defendant for unpaid benefits totaling \$11,396.
23. Meadows be deemed to be disabled at the end of the STD period and allowed to make a claim for LTD benefits.
24. Meadows recover her attorney fees, costs, and prejudgment interest, together with other relief as the Court deems appropriate.

BURNETT & DRISKILL, Attorneys

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